

CHARLES POSS
Mayor

HARRY R. CASH
Town Attorney

MITCHELL MOORE
Interim Town Manager



SUSANNAH MURDOCK
Vice Mayor

ANDREW GARDNER
Councilmember

VICKI ANDERSON
Councilmember

ELIZABETH BAKER
Councilmember

Town of Signal Mountain

1111 RIDGEWAY AVENUE
SIGNAL MOUNTAIN, TENNESSEE 37377
423-886-2177

SIGNAL MOUNTAIN TOWN COUNCIL, MONDAY, JANUARY 10, 2022, 6:00 p.m., AGENDA

1. Call to Order
2. Pledge
3. Invocation
4. Roll Call
5. Approval of Minutes-None
6. Citizens Opportunity to Address Council
7. ASA Engineering – Old Town Sidewalk Update
8. Resolutions
 - a. Rescind Resolution 2021-77
 - b. Amending Pay Scale-Various Job Positions
 - c. Amend Pay Scale-Fire Captain-Training Officer
 - d. Amending Employment Agreement
9. Ordinances-None
10. Discussion
 - a. WWTA – Signal Mountain Representative
 - b. Fireworks Report
 - c.
 - d.
11. Manager's Report
12. Other Business
 - a. Communications and Reports from the Mayor/Council
 - b. Reports from Committees or Boards
 - c. Other
13.
 - a. Work Session – January 20, 2022 – at MACC
 - b. Tentative Agenda – January 24, 2022
14. Adjourn

***This meeting will be live streamed and made available for future viewing on the Town's YouTube channel – Signal Watch**

1/10/22 town meeting

Matthew Ryan <mryan@signalmountaintn.gov>

Mon 1/3/2022 4:24 PM

To: Town Manager <townmanager@signalmountaintn.gov>

Cc: Loretta Hopper <lhopper@signalmountaintn.gov>; Cathy Campbell <ccampbell@signalmountaintn.gov>

Hello Mr. Moore,

We confirmed with Chris Davis of ASA Engineering, that he will be attending the Town Council meeting 1/10/22 . He will provide an update on the Old Town sidewalk rehabilitation project.

Thank you

Matt Ryan

Engineering Technician

714 Mississippi Ave. 3377

423-886-2177 (Ext215)

Please be aware that anything sent through this email is considered a public record and shall be subject to the provisions of the Tennessee Public Records Act.

RESOLUTION NO.: 2022-

A RESOLUTION TO RESCIND RESOLUTION NO: 2021-77 THAT WAS
SIGNED IN ERROR

WHEREAS, Resolution 2021-77 was considered for approval at the November 22, 2021
Town Council Meeting; and

WHEREAS, a motion was made and seconded to table consideration of
Resolution 2021-77 and said motion was unanimously approved; and

WHEREAS, Resolution 2021-77, in error, was produced for signatures and was signed in
error;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF SIGNAL MOUNTAIN, TENNESSEE, that Resolution 2021-77 was signed in error and
Resolution 2021-77 is hereby rescinded.

Charles Poss, Mayor

Recorder

Date

Date

RESOLUTION NO.: 2022-

A RESOLUTION AMENDING THE OFFICIAL PAY SCALE OF THE TOWN
OF SIGNAL MOUNTAIN.

WHEREAS, the Town of Signal Mountain has adopted an Official Pay Scale for the various job positions within the Town; and

WHEREAS, the scale, as adopted, contains a Firefighter II position in the Fire Department and said position is no longer utilized or needed within the structure of the Fire Department;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that the Official Pay Scale be and is amended to remove the Firefighter II job title from the scale.

Charles Poss, Mayor

Recorder

Date

Date

RESOLUTION NO.: 2022-

A RESOLUTION AMENDING THE OFFICIAL PAY SCALE OF THE TOWN
OF SIGNAL MOUNTAIN.

WHEREAS, the Fire Department Captain/Training Officer has historically been placed at the same pay grade as the Police Department Captain, however, the new pay scale places the Fire Department Captain/Training Officer one grade below the Police Department Captain, even though the Fire Department has approximately eighty-one (81) percent more staff than the Police Department; and

WHEREAS, the Fire Chief has recommended and requested that the Official Pay Scale be amended to move the Fire Department Captain/Training Officer from Grade 9 to Grade 10;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that the Official Pay Scale be and is amended to move the Fire Department Captain/Training Officer from Grade 9 to Grade 10.

Charles Poss, Mayor

Recorder

Date

Date

RESOLUTION NO: _____

A RESOLUTION APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF SIGNAL MOUNTAIN AND MITCHELL MOORE AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the Signal Mountain Town Council passed Resolution 2021-78 approving an Employment Agreement between the Town of Signal Mountain and Mitchell Moore as Interim Town Manager; and

WHEREAS, the Town and the Interim Town Manager desire to amend and restate the Employment Agreement to increase the vehicle/mileage allowance paid to the Interim Town Manager based on increased travel expenses; and

WHEREAS, it is the desire of the Town Council to increase the vehicle/mileage allowance from Two Hundred Ninety-five Dollars and Sixty-eight cents (\$295.68) per pay period to Five Hundred Ninety-one Dollars and Thirty-six cents (\$591.36) per pay period effective upon passage of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that the attached Amended and Restated Employment Agreement between the Town of Signal Mountain and Mitchell Moore is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute said agreement on behalf of the Town Council

Charles Poss, Mayor

Recorder

Date

Date

AMENDED AND RESTATED EMPLOYMENT AGREEMENT
TOWN OF SIGNAL MOUNTAIN INTERIM TOWN MANAGER

This Amended and Restated Employment Agreement is made and entered into this 10th day of January, 2022 by and between the Town of Signal Mountain, Tennessee ("Signal Mountain") and Mitchell Moore ("Mr. Moore") and will be effective as of January 10, 2022.

WITNESSETH:

WHEREAS, Signal Mountain desires to employ Mr. Moore to be its Interim Town Manager, to perform the functions and duties as currently specified in the Charter of Signal Mountain; and

WHEREAS, Signal Mountain and its Interim Town Manager desire to provide written terms of this employment relationship to (a) secure and retain the services of its Interim Town Manager; (b) to make possible full work productivity by assuring his morale and peace of mind with respect to future security while he is employed by the Town; (c) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Interim Town Manager; and (d) to provide a just means for terminating his services at such time as he may be unable to fully discharge his duties or when Signal Mountain may desire to otherwise terminate his employment;

NOW, THEREFORE, in consideration of the premises above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **CHARTER AND TOWN CODE**. All agreements between the parties are subject to the duties and powers of the Town Manager and Town Council within the Charter and Town Code of the Town of Signal Mountain. If there is a conflict between the terms of this agreement and the Charter or Town Code, the terms of the Charter or Town Code shall be controlling. The parties specifically agree that if such conflict arises,

it shall not void this entire agreement, but only those provisions of the agreement in conflict with the Charter or Town Code.

2. EMPLOYMENT. Signal Mountain hereby agrees to appoint, engage, employ and hire Mr. Moore as Interim Town Manager of Signal Mountain, and Mr. Moore hereby accepts and agrees to such appointment, engagement, employment and hiring, subject to the general supervision and pursuant to the orders, advice, and direction of the Town Council consistent with the Signal Mountain Charter and Town Code.

3. TERM OF AGREEMENT. The term of this agreement shall initially be from November 29, 2021 until a permanent Town Manager is hired or until termination by either party upon fifteen (15) days prior written notice of termination. From November 29, 2021, Mr. Moore will have a five (5) day orientation period with his duties as Interim Town Manager to begin December 4, 2021.

4. FULL TIME EXEMPT POSITION. Signal Mountain and Mr. Moore agree that the position of Interim Town Manager is an exempt position under all Federal, State and Municipal laws and ordinances requiring the classification of an employee as exempt so as to include them from coverage under any such law or ordinance. Mr. Moore agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him, pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of the Signal Mountain Town Council. Mr. Moore shall devote his full time and energies to being Interim Town Manager and shall not otherwise be employed without the prior written approval of the Town Council.

5. DUTIES. Mr. Moore agrees to faithfully perform those duties of Town Manager that are set forth in the Signal Mountain Charter and Town Code on an interim basis and shall also additionally render such other services and duties as may be assigned to him from time to time by the Town Council while sitting in a duly convened meeting pursuant to the Charter and ordinances of Signal Mountain.

6. COMPENSATION. Signal Mountain agrees to pay Mr. Moore the base salary of Fifty-seven Dollars and Fifty-eight cents (\$57.58) per hour based on forty (40) hours per week as Interim Town Manager of Signal Mountain which shall be payable bi-weekly in equal installments at the same time as all other employees of Signal Mountain

are paid. In addition, Mr. Moore shall be paid vehicle/mileage allowance of Five Hundred Ninety-one Dollars and Thirty-six cents (\$591.36) per pay period, which represents payment for One Thousand and Fifty-six (1056) miles per pay period based at current mileage reimbursement rates and, if needed, overnight accommodations should Mr. Moore need to stay overnight after any night meetings or inclement weather.

7. INSURANCE BENEFITS. Signal Mountain agrees to provide and Mr. Moore shall be entitled to the same level of insurance benefits provided to other employees in the Town of Signal Mountain.

8. TERMINATION. For purposes of this agreement, termination shall occur when (a) a majority of the Town Council votes to terminate Mr. Moore at a duly authorized public meeting; or (b) fifteen (15) days after either the Town of Signal Mountain or Mr. Moore tenders to the other party written notice of its/his intent to terminate the agreement.

9. AMENDMENTS. This agreement may be amended by the written mutual consent of Signal Mountain and Mr. Moore.

10. NOTICES. Any notices required to be sent hereunder shall be delivered by hand delivery, email or certified mail to the following addresses:

Signal Mountain:	Town of Signal Mountain
	ATTN: Mayor Charles Poss
	1111 Ridgeway Avenue
	Signal Mountain, TN 37377
	cposs@signalmountain.gov

Copy to:	Harry R. Cash, Esq.
	Grant, Konvalinka & Harrison, P.C.
	633 Chestnut Street, Suite 900
	Chattanooga, TN 37450-0900
	hcash@gkhpc.com

Interim Town Manager:	Mitchell Moore
	408 Sunview Drive
	Athens, TN 37303

11. GENERAL PROVISIONS. (a) If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect; (b) the terms of this agreement shall be construed under the laws of State of Tennessee; (c) This agreement is the entire agreement between the parties and any modification hereto shall be in writing signed by all parties; (d) No party shall assign any portion of the agreement without the prior written consent of the other party.

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

By _____
Mayor

Date _____

and agreed upon by

By _____
Interim Town Manager

Date _____

CHARLES POSS
Mayor

HARRY R. CASH
Town Attorney

MITCHELL MOORE
Interim Town Manager



SUSANNAH MURDOCK
Vice Mayor

ANDREW GARDNER
Councilmember

VICKI ANDERSON
Councilmember

ELIZABETH BAKER
Councilmember

Town of Signal Mountain

1111 RIDGEWAY AVENUE
SIGNAL MOUNTAIN, TENNESSEE 37377
423-886-2177

SIGNAL MOUNTAIN TOWN COUNCIL

WORK SESSION

THURSDAY, JANUARY 20, 2022, 6:00 p.m.

LOCATION - MACC

809 KENTUCKY AVE.

CHARLES POSS
Mayor

HARRY R. CASH
Town Attorney

MITCHELL MOORE
Interim Town Manager



SUSANNAH MURDOCK
Vice Mayor

ANDREW GARDNER
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Town of Signal Mountain

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SIGNAL MOUNTAIN, TENNESSEE 37377
423-886-2177

SIGNAL MOUNTAIN TOWN COUNCIL, MONDAY, JANUARY 24, 2022, 6:00 p.m., AGENDA

1. Call to Order
2. Pledge
3. Invocation
4. Roll Call
5. Approval of Minutes
6. Citizens Opportunity to Address Council
7. Resolutions
 - a. Board Appointments
 - b.
 - c.
 - d.
8. Ordinances
9. Discussion
 - a.
 - b.
 - c.
 - d.
10. Manager's Report
11. Other Business
 - a. Communications and Reports from the Mayor/Council
 - b. Reports from Committees or Boards
 - c. Other
12. Tentative Agenda – February 14, 2022
13. Adjourn

***This meeting will be live streamed and made available for future viewing on the Town's YouTube channel – Signal Watch**